

ADOT File No.: IGA/JPA 08-027- I
AG Contract No.: P001 2008 002522
Project No.: SB-AZ06(013)
Project: Antelope Canyon (Naa'tsis'aan
SR 98) Interpretive Plan
TRACS No.: H7218 01X
Budget Source Item No.: 50008

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE NAVAJO NATION (NAVAJO PARKS & RECREATION DEPARTMENT)

THIS AGREEMENT is entered into this date February 24th, 2008¹⁰, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the NAVAJO PARKS & RECREATION DEPARTMENT, acting by and through the NAVAJO NATION and its COUNCIL ("Navajo Nation"). The State and Navajo Nation are collectively referred to as "Parties."

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Navajo Nation is empowered by 2 N.N.C. §222, §223, §423, and §824 to enter into this Agreement and has by approval of the Navajo Nation Resources Committee and Intergovernmental Relations Committee of the Navajo Nation Council, resolved to enter into this Agreement, and has authorized the undersigned to execute this Agreement on behalf of the Navajo Nation.
3. The purpose of this Agreement is for the State to administer Federal Scenic Byways (SB) Grant funds for the Navajo Nation for the planning, design and construction of various efforts estimated at \$80,000.00 on SR 98 involving the Interpretive Plan for Antelope Canyon, hereinafter referred to as the "Project".
4. The Navajo Nation has applied and been approved for National Scenic Byways Discretionary Grants and shall provide the required amount to match Grant funds in the ratio required (20%) or as finally fixed and determined by the Navajo Nation and the Federal Highway Administration ("FHWA").

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, enter into a contract with a Consultant for said Project as the Navajo Nation's designated agent, and the State shall make all payments to such Consultant. Receive a monthly report from the Navajo Nation of documented incurred and eligible in-kind services for their Grant match, currently estimated at \$16,000.00, most of which is in-kind services. . Invoice the Navajo Nation for \$500, which represents the only cash match included in the said \$16,000.00.

b. Should some unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this Agreement, the State shall not be obligated to incur any expenditure for the Project, and the Nation will be held responsible for any additional costs.

c. Plan, design & construct: 1) one gateway sign at MP 302.0, approx. 5.5 miles east of Page, AZ; 2) interpretive & directional sign to Antelope Canyon Park to be constructed on the south side of the highway to provide direction to the Antelope Canyon Visitor Information & Toll booth; 3) another interpretive & directional sign will be constructed on the north side of the highway to provide direction to the Lower Antelope Canyon; 4) one interpretive kiosk will be constructed at the Antelope Canyon Visitor Information & Toll booth; and 5) 50,000 interpretive brochures will be produced and delivered to the Navajo Nation.

2. The Navajo Nation will:

a. Agree the cost of the Project covered by this Agreement is to be borne by FHWA and the Navajo Nation, each in the proportion prescribed and determined by FHWA National Scenic Byways Program.

b. Designate the State as authorized agent for the Navajo Nation to prepare any documents required by the Federal Highway Administration.

c. Upon execution of this Agreement, and within 30 days of receipt of an invoice, remit to the State the Navajo Nation's cash share of said Project, currently estimated at \$500.00. Provide a monthly report to the State, documenting incurred and eligible in-kind services for the Navajo Nation's Grant match. The Grant match total is currently estimated at \$16,000.00.

d. Provide for strict accountability of all Grant match disbursements for Project-related expenditures. Agree in-kind services or property will be directly associated with said Project and the period during which said Project is undertaken. Also agree said budget items for services, materials or in-kind match will not have been used as a match or received as a reimbursement for any other Federally-funded project.

e. Permit an authorized representative of the State or FHWA to inspect and audit all data or records relating to its performance of said Project under this Agreement until the expiration of three (3) years after the final payment under this Agreement.

III. MISCELLANEOUS PROVISIONS

1. a. The Navajo Nation assumes full responsibility for the match *proportion* amount. Contributions for in-kind match services must be valued at a rate equivalent to that rate ordinarily paid for work in the Navajo Nation's organization, or will be consistent with those ordinarily paid by other employers for similar work.

b. It is understood and agreed that the State's participation is confined to securing Federal aid and the requirements contained in this Agreement.

2. The cost of the Project work covered by this Agreement is to be borne by FHWA and the Navajo Nation, each in the proportion prescribed or as fixed and determined by the FHWA National Scenic Byways Program as stipulated in this Agreement. Therefore, the Navajo Nation agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of Federal aid received. The State assumes no financial obligation under this Agreement.

3. This Agreement shall remain in force and effect until completion of said Project and reimbursements, however, this Agreement may be cancelled at any time prior to the commencement of performance of the Project effort, upon a thirty (30) day written notice to the other party. Should the Project be cancelled by any party for any reason other than the failure to appropriate funds, any funds expended by a party on that project shall be reimbursed by the cancelling party.

4. This Agreement shall become effective upon the dating and signing of a Determination Letter by the State's Attorney General.

5. To the extent applicable under law, the provisions of Arizona Revised Statutes § 35-214 shall apply to this Agreement. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

6. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation (ADOT)	Navajo Park & Recreation Department
Joint Project Administration	Attn: Ray Russell, Department Manager
205 S. 17 th Avenue, Mail Drop 637E	P.O. Box 2520
Phoenix, Arizona 85007	Window Rock, Arizona 86515
(602) 712-7525	(928) 871-6647
(602) 712-3132 Fax	(928) 871-7987 Fax

ADOT Transportation Enhancement &
Scenic Roads Section
1615 W. Jackson St., MD EM10
Phoenix, AZ 85007
(602) 712-6258
(602) 712-3347 fax

7. Federal funds for the Project are contingent upon availability of funding and approvals as appropriate. The obligations of the Navajo Nation set forth herein are contingent upon the availability of appropriations made by the Navajo Nation Council for said Project.

8. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination". The State will contract and administer all projects under this Agreement.

9. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue

to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

10. Attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized to enter into this Agreement, and that the Agreement is in proper form.

11. Compliance requirements for Arizona Revised Statutes § 41-4401—immigration laws and E-Verify requirement:

a. The Navajo Nation warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. 23-214, Subsection A.

b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract, and the Navajo Nation may be subject to penalties up to and including termination of the Agreement.


c. The State retains the legal right to inspect the papers of any employee who works on the Project to ensure that the Navajo Nation or subcontractor is complying with the warranty under paragraph (a).

12. Pursuant to A.R.S. Sections 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. Section 35-391 or and 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

13. The State and the Navajo Nation agree to abide by all applicable Federal-aid highway program requirements, which will include procurement laws, rules, and regulations in performing the obligations of this Agreement.


IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

THE NAVAJO NATION

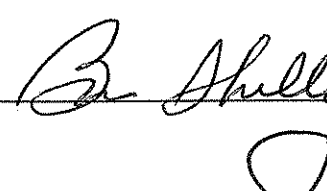
By 
JOE SHIRLEY, Jr.
President

STATE OF ARIZONA

Department of Transportation

By 
SAM MAROUFKHANI, P.E.
Deputy State Engineer, Development

ATTEST:

By 

G: 08-027Antelope Canyon Interpretive Plan
FHWA Scenic Byways Program
Initial draft 3/5/08 ghc
AG approved 5/21/08 ghc
Draft 2, billing revisions 8/15/08 ghc
Update Draft 2 3/3/09 and 3/19/09 ghc
FHWA approval 3/26/09 ghc
Input from Navajo PRD 4/10/09 ghc
Final ADOT and AG approvals 5/26/09

IGA/JPA 08-027-I SCENIC BYWAY GRANTS

ATTORNEY APPROVAL FORM

Navajo Nation
Window Rock, Arizona

I have reviewed the above referenced Agreement between the ARIZONA DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the NAVAJO NATION, and declare this Agreement is within the powers and authority granted to NAVAJO NATIONAL COUNCIL and under the laws of the NAVAJO NATION. No opinion is expressed as to the authority of the State to enter into this Agreement.



NAVAJO NATION

Date 1-11-2010

IGRN-202-09

RESOLUTION OF THE
INTERGOVERNMENTAL RELATIONS COMMITTEE
OF THE NAVAJO NATION COUNCIL

21ST NAVAJO NATION COUNCIL - Third Year, 2009

AN ACTION


RELATING TO RESOURCES AND INTERGOVERNMENTAL RELATIONS;
APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE
NAVAJO NATION AND THE STATE OF ARIZONA TO ADMINISTER
FEDERAL SCENIC BYWAYS GRANT FUNDS FOR THE NAVAJO NATION FOR
VARIOUS INTERPRETIVE COMPONENTS ON ARIZONA STATE HIGHWAY 98
FOR THE ANTELOPE CANYON

BE IT ENACTED:

1. The Navajo Nation hereby approves the Intergovernmental Agreement Between the Navajo Nation and the State of Arizona, as found at Exhibit "A", to administer Federal Scenic Byways grant funds for the Navajo Nation for the planning, design and construction of various interpretive components, estimated at \$80,000, on Arizona State Highway 98 for the Antelope Canyon (Naas'tsis'aan SR 98) including a grant match by the Navajo Nation in the amount of \$500.00 from Account No. 915001.9510.
2. The President of the Navajo Nation is hereby authorized to execute this Intergovernmental Agreement and all other documents necessary to effectuate the intent of this resolution.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Intergovernmental Relations Committee of the Navajo Nation Council at a duly called meeting held at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that the same was passed by a vote of 7 in favor, 0 opposed, this 10th day of November, 2009.


Kee Allen Begay, Pro Tem Chairperson
Intergovernmental Relations Committee

Motion: Larry Noble
Second: Ervin M. Keeswood, Sr.

**RESOURCES COMMITTEE
21ST NAVAJO NATION COUNCIL**

FOURTH YEAR 2009

COMMITTEE REPORT

Mr. Speaker,

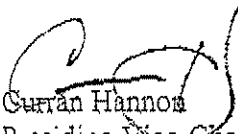
The **RESOURCES COMMITTEE** to whom has been assigned:

NAVAJO LEGISLATIVE NO. 0591-09

AN ACTION RELATING TO RESOURCES AND INTERGOVERNMENTAL
RELATIONS; APPROVING THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE NAVAJO NATION AND THE STATE OF ARIZONA TO
ADMINISTER FEDERAL SCENIC BYWAYS GRANT FUNDS FOR THE NAVAJO
NATION FOR VARIOUS INTERPRETIVE COMPONENTS ON ARIZONA STATE
HIGHWAY 98 FOR THE ANTELOPE CANYON.

Has had it under consideration and reports the same **DO PASS** with no amendment,
and therefore referred to **INTERGOVERNMENTAL RELATIONS COMMITTEE**.

Respectfully submitted,


Curran Hannon
Presiding Vice-Chairperson

Date: October 8, 2009

The vote was 7 in favor and 0 opposed
Motion: Harriett K. Becenti
Second: Harry H. Clark



THE NAVAJO NATION

Joe Shirley, Jr.
PresidentBen Shelly,
Vice-President

MEMORANDUM

THE NAVAJO NATION
PARKS & RECREATION
DEPARTMENTRay Russell
Department Director

TO: SAS REVIEWERS

FROM:


Ray Russell, Department Manager
Navajo Parks and Recreation Department

DATE: June 12, 2008

SUBJECT: SAS Package No. DNR – 12403

ADMINISTRATION

POST OFFICE BOX 2520

WINDOW ROCK

ARIZONA 86515

TEL 928.871.6647

FAX 928.871.6637

www.navajonationalparks.org

PROGRAMS & PARKS


NAVAJO NATION
SPECIAL EVENTS
SECTIONANTELOPE CANYON
TRIBAL PARKBOWL CANYON
TRIBAL PARKFOUR CORNERS
MONUMENTLITTLE COLORADO
RIVER OVERLOOKMONUMENT VALLEY
TRIBAL PARKWINDOW ROCK
SPORTS CENTERWINDOW ROCK TRIBAL
PARK

Pursuant to 2 N.N.C. § 164 (A),(B) (1) and (B) (2) as amended by the Navajo Nation Council SAS No. DNR-12403 is being submitted for Administrative Review. The attached SAS Package requires your review and approval of an Intergovernmental Agreement between the Navajo Parks and Recreation Department and Arizona Department of Transportation to begin work on the Antelope Canyon (Naaa'tsis 'aan SR 98) Interpretive plan along Arizona State Highway 98.

The Navajo Nation has applied and been approved for National Scenic Byways Discretionary Grants and agreed to provide the required amount to match Grant funds in the ratio required (20%) or as finally fixed and determined by the Navajo Nation and Federal Highway Administration. The grant match of \$16,000.00 from the Navajo Nation will be in a form of in-kind services and the Navajo Nation will be invoiced \$500.00 which represents the only cash match included in the grant match. The purpose of the Intergovernmental Agreement is for the State to administer Federal Scenic Byways (SB) Grant Funds for the Navajo Nation for the planning, design, and construction of various interpretive components estimated at \$80,000.00 on SR 98 involving the Interpretive Plan for Antelope Canyon (Naaa'tsis 'aan SR 98) Interpretive Plan.

Your prompt review and approval will help Navajo Parks and Recreation Department continue to improve services at Antelope Canyon Tribal Park and will assist maintaining any deadlines imposing by aforementioned Intergovernmental Agreement. If you have any questions or require additional information please contact me at the listed phone number.

ATTACHMENTS

<p>TERRY GODDARD Attorney General</p>	<p> OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan.Davis@azag.gov</p>
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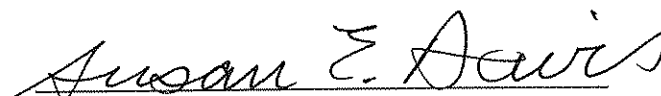
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012008002522 (**IGA/JPA 08-027-I**), an Agreement between public agencies, i.e., The State of Arizona and The Navajo Nation (Navajo Parks & Recreation Department), has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: February 24, 2010

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:731073
Attachment